

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

Dr. Ji Yoon Kim,

Plaintiff,

v.

Fort Lee Dental Group, LLC and Dr. Gahwa  
Lee,

Defendants,

Index No. 24-cv-682

**COMPLAINT**

Plaintiff Dr. Ji Yoon Kim (hereinafter referred to as “Plaintiff”), by and through her attorney, Ryan Kim Law, P.C., brings this complaint against Defendants Fort Lee Dental Group, LLC, and Dr. Gahwa Lee, and alleges as follows:

**INTRODUCTION**

1. This action is brought by Plaintiff Dr. Ji Yoon Kim, against the Defendants for violations of the Fair Labor Standards Act, (FLSA) 29 U.S.C. § 201 et seq. and New Jersey Wage Payment Law (“NJWPL”) arising from Defendants' various willful, malicious, and unlawful employment policies, patterns, and practices.

2. Upon information and belief, Defendants have willfully, maliciously, and intentionally committed widespread violations of the FLSA, and NJWPL by engaging in a pattern and practice of failing to pay its employees, including Plaintiff.

3. Plaintiff alleges under the FLSA, that she is entitled to recover from the Defendants: (1) unpaid minimum wages, (2) liquidated damages, (3) pre-judgment and post-judgment interest; and (4) attorney's fees and cost.

**JURISDICTION AND VENUE**

4. This Court has original federal question jurisdiction over this controversy under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 and has supplemental jurisdiction over the claims pursuant to 28 U.S.C. § 1367(a).

5. Venue is proper in the District of New Jersey pursuant to 28 U.S.C. §§ 1391(b) and (c) because Defendants conduct business in this District, and the acts and omissions giving rise to the claims herein alleged took place in this District.

**PLAINTIFF**

6. Plaintiff Dr. Ji Yoon Kim started her work at Fort Lee Dental Group, LLC.(hereinafter “FLDG”) on or about November 6, 2022, and her last day of work was June 4, 2023.

**DEFENDANTS**

***Corporate Defendant Fort Lee Dental Group, LLC***

7. FLDG is a domestic business corporation organized under the laws of the State of New Jersey with a principal address at 1636 Parker Avenue, Fort Lee NJ 07024.

8. FLDG operates a dental office as Fort Lee Dental Group.

9. FLDG’s annual gross revenue exceeded \$500,000 during Dr. Kim’s employment with defendants.

***Owner / Operator Defendant***

10. DR. GAHWA LEE is the Owner of FLDG and she (1) had the power to hire and fire employees, (2) supervised and controlled employee work schedules or conditions of employment, (3) determined the rate and method of payment, and (4) maintained employee records at FLDG.

11. DR. GAHWA LEE hired Plaintiff.

12. DR. GAHWA LEE paid Plaintiff.

13. DR. GAHWA LEE actively managed FLDG.

14. DR. GAHWA LEE resides in the State of New Jersey, Bergen County.

15. DR. GAHWA LEE acted intentionally and maliciously and is an employer pursuant to FLSA, 29 U.S.C. § 203(d) and regulations promulgated thereunder, 29 C.F.R. § 791.2, and the regulations thereunder, and is jointly and severally liable with FLDG.

### **STATEMENT OF FACTS**

16. Defendants committed the following alleged acts knowingly, intentionally willfully, and maliciously against Plaintiff.

17. At all relevant times, Defendants knowingly, willfully, and maliciously failed to pay Plaintiff her lawful minimum wage and her last wage.

18. Defendants failed to keep full and accurate records of Plaintiff's hours and wages.

19. Upon information and belief, Defendants failed to keep full and accurate records to mitigate liability for their wage violations.

20. Plaintiff started her work at FLDG on or about November 6, 2022, and her last day of work was June 4, 2023.

21. Plaintiff was a dentist whose duties included diagnosing oral diseases and creating treatment plans to maintain or restore the oral health of her patients.

22. Her working schedule varied but she typically worked as follows:

1 pm to 5 pm on Mondays,

1 pm to 7 pm on Tuesdays,

1 pm to 5 pm on Wednesdays,

1 pm to 7 pm on Thursdays,

9 am to 2 pm on Fridays, and

9 am to 2 pm on Saturdays (every 2<sup>nd</sup> and 4<sup>th</sup> Saturday of the month)

23. Per her employment agreement No. 12, Fort Lee Dental Group is obligated to compensate Dr. Kim for clinical services rendered 35% of the total collection.

24. Throughout her employment from November 6, 2022, to June 4, 2023, Dr. Kim provided services valued at \$197,804.55. Nevertheless, she received payment for only 35% of \$104,163.36.

25. Consequently, she is owed at least \$32,769.87, which represents 35% of the outstanding balance of \$93,628.19 for services rendered plus attorney's fees and costs to enforce her contractual rights.

26. Plaintiff requested the defendants to pay her the remaining balance after she resigned from her position. But Defendant Dr. Gahwa Lee refused to pay the remaining balance claiming that there was no balance left to pay.

27. Because plaintiff was not paid at all during the time she provided her labor for the defendants, defendants willfully breached the Fair Labor Standards Act and New Jersey Wage Laws.

### **STATEMENT OF CLAIMS**

#### **COUNT I.**

#### **[Violation of the Fair Labor Standards Act-Failure to Pay Minimum Wage]**

28. Plaintiff hereby incorporates by reference the foregoing paragraphs of this Complaint into this count.

29. The FLSA requires employers, such as Defendants, to pay employees the minimum wage for all hours worked.

30. At all relevant times, 29 U.S.C. § 206 has defined the minimum wage under the FLSA. Before July 23, 2008 (during the applicable statute of limitations), the federal minimum wage was \$6.55 an hour. Since July 24, 2009, the federal minimum wage has been \$7.25 an hour.

31. During the applicable statute of limitations, Defendants have failed to pay Plaintiff the federally mandated minimum wage for all hours worked.

32. Plaintiff does not or did not perform job duties or tasks that permit her to be exempt from a minimum wage as required under the FLSA.

33. The foregoing conduct, as alleged herein, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

34. Plaintiff seeks damages in the amount of all respective unpaid minimum wage compensation at the minimum wage rate effective during the applicable workweek, plus liquidated damages, as provided by the FLSA, 29 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems just and proper.

35. Plaintiff seeks recovery of all attorneys' fees, costs, and expenses of this action, to be paid by Defendants, as provided by the FLSA, 29 U.S.C. § 216(b).

## **COUNT II.**

### **[Violation of New Jersey Wage and Payment Law-Failure to Pay Wage]**

36. All allegations of the Complaint are expressly incorporated herein and Plaintiff repeats and realleges every allegation set forth in this Complaint as though set forth fully at length herein.

37. This Court has supplemental jurisdiction over the matters alleged herein pursuant to 28 U.S.C. §1367.

38. Pursuant to Chapter 173, Laws of New Jersey, 1965; All employers must pay wages to all employees in full at least twice a calendar month. The employees leaving or terminated for any reason, including labor disputes, shall be paid all wages due not later than the regular payday for the period in which the termination occurred.

39. Per employment agreement No. 12, "Payment, based on previous months' collections, shall be issued no later than the Friday following the 15<sup>th</sup> day each month, but no earlier than the 10<sup>th</sup> of the month."

40. Fort Lee Dental Group failed to pay Plaintiff at least twice a calendar month because they only paid Plaintiff once per month throughout her employment period for Defendants.

41. FLDG also failed to pay Plaintiff's last paycheck at least within 15 days.

42. Defendants intentionally and willfully failed to pay Plaintiff at least twice a calendar month.

43. Defendants intentionally and willfully failed to pay and refused to pay Plaintiff her remaining balance in full.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment providing the following relief:

a) A declaratory judgment that the practices complained of herein are unlawful under FLSA, and New Jersey Wage Payment Law;

b) An injunction against Corporate Defendants, its officers, agents, successors, employees, representatives, and any and all persons acting in concert with them as provided by law, from engaging in each of unlawful practices and policies set forth herein;

c) An award of unpaid minimum wage under FLSA and New Jersey Wage and Payment Law due Plaintiff plus compensatory and liquidated damages in the amount of one

hundred percent (100%) thereafter under FLSA or two hundred percent (200%) under NJWPLW;

- d) An award of costs and expenses of this action together with reasonable attorneys' and expert fees pursuant to 29 U.S.C. §216(b) and ;
- e) The cost and disbursements of this action;
- f) An award of prejudgment and post-judgment fees;
- g) Such other and further legal and equitable relief as this Court deems necessary, just, and proper.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) and 38(c) of the Federal Rules of Civil Procedures, Plaintiff demands a trial by jury on all questions of facts.

Respectfully submitted,

/s/ Ryan Kim  
Ryan J. Kim

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